

Local Form 4A
December 2017

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
ASHEVILLE DIVISION

In re: DONNIE L. WALLIN) Case No. 20-10009
)
)
) Chapter 13
)
TIN: XXX-XX-1785)
Debtor(s))

SECOND AMENDMENT TO CHAPTER 13 PLAN
AND NOTICE OF OPPORTUNITY FOR HEARING ON CONFIRMATION OF THE PLAN
FOR CASES FILED ON OR AFTER DECEMBER 1, 2017

Check if applicable to this plan amendment:

1.1	A limit on the amount of a secured claim that may result in a partial payment or no payment at all to the secured creditor (Part 3.2)	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.2	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest (Part 3.4)	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.3	Request for termination of the 11 U.S.C. § 362 stay as to surrendered collateral (Part 3.5)	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.4	Request for assumption of executory contracts and/or unexpired leases (Part 6)	<input type="checkbox"/> Included	<input type="checkbox"/> Not Included
1.5	Nonstandard provisions	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not Included

The Chapter 13 Plan, including certain motions and other provisions, is hereby amended as follows

2.1 Debtor will make regular payments to the Chapter 13 Trustee as follows:

\$ 2,000	Per	MONTH	for	6	months though July, 2020; then,
\$ 3,200	Per	MONTH	For	4	months through November, 2020; then,
2,840	Per	MONTH	For	6	months through May, 2021; then,
3,750	Per	MONTH	For	6	months through November, 2021; then,
2,840	Per	MONTH	For	6	months through May, 2022; then,
3,750	Per	MONTH	For	6	months through November 2022; then,
2,840	Per	MONTH	For	6	months through May, 2023; then,
3,750	Per	MONTH	For	6	months through November, 2023; then,
2,840	Per	MONTH	For	6	months through May, 2024; then,
3,750	Per	MONTH	For	6	months through November, 2024; then,

2,840 Per MONTH For 2 months until 10% has been paid to general unsecured creditors

Name of creditor	Estimated amount of creditor's total claim	Collateral	Value of Collateral	Amount of claims senior to creditor's claim	Amount of secured claim	Interest rate
Financial Pacific Leasing	\$16,058.11	96 Volvo Dump Truck	\$ 1,500.00	\$ 0.00	\$1,500.00	6.75%
					Disbursed by: <input checked="" type="checkbox"/> Trustee <input type="checkbox"/> Debtor <input type="checkbox"/> Other	
Ford Motor Credit	\$1,896.00	08 Ford Mustang	\$ 5,025.00	\$ 0.00	\$1,896.00	6.75%
					Disbursed by: <input checked="" type="checkbox"/> Trustee <input type="checkbox"/> Debtor <input type="checkbox"/> Other	
John Deere Credit	\$84,780.38	700-H Dozer	\$25,500.00	\$ 0.00	\$25,500.00	6.75%
					Distributed by: Trustee	
John Deere Credit	\$ 632.29	Lawn Tractor	\$ 180.00	\$ 0.00	\$ 180.00	6.75%
					Distributed by: Trustee	
John Deere Credit	\$ 20,464.66	Trail King trailer	\$ 1,800.00	\$ 0.00	\$ 1,800.00	6.75%
					Distributed by: Trustee	
John Deere Credit	\$26,277.67	120 C Excavator	\$18,000.00	\$ 0.00	\$18,000.00	6.75%
					Distributed by: Trustee	

John Deere Credit	\$7,699.13	320 SG backhoe	\$18,000.00	\$ 0.00	\$18,000.00*	6.75%
					Distributed by: Trustee	

3.2 Request for valuation of security, payment of fully secured claims, and modification of undersecured claims.

☐ **None.** *If "None" is checked, the rest of Part 3.2 need not be completed or reproduced.*

The remainder of this paragraph will be effective only if the applicable box in Part 1 of this Plan is checked.

☒ The Debtor requests that the Court determine the value of the secured claims listed below. For each non-governmental secured claim listed below, the Debtor states that the value of the secured claim should be as set out in the column headed *Amount of secured claim*. For secured claims of governmental units, unless otherwise ordered by the Court, the value of a secured claim listed in a proof of claim filed in accordance with the Bankruptcy Rules controls over any contrary amount listed below. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below. Payments on the secured claims will be disbursed by the Chapter 13 Trustee, the Debtor directly, or as otherwise specified below.

The portion of any allowed claim that exceeds the amount of the secured claim will be treated as an unsecured claim under Part 5 of this Plan. If the amount of a creditor's secured claim is listed below as having no value, the creditor's allowed claim will be treated in its entirety as an unsecured claim under Part 5 of this Plan. Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in this paragraph.

The holder of any claim listed below as having value in the column headed *Amount of secured claim* will retain the lien on the property interest of the Debtor or the estate until the earlier of:

- (a) Payment of the underlying debt determined under nonbankruptcy law, or
- (b) Discharge of the underlying debt under 11 U.S.C. § 1328, at which time the lien will terminate and be released by the creditor.

:

- 320 SG Backhoe is cross collateralized with other equipment and therefore secured to the extent of the value.

8.1.2 Other Non-Standard Provisions, including Special Terms:

In the event of any payment during the first year of the plan not being timely made, John Deere Credit shall have a relief from stay on the 700-H Dozer without filing a Motion for Relief and

Debtor shall turn over the 700-H Dozer, or secured creditor may proceed to repossess. Such Relief from Stay shall include a provision to bar Debtor from dismissing or receiving a dismissal and refiling under Title 11 for a period of six (6) months.

TAKE NOTICE: Your rights may be affected. You should read this amendment to the Chapter 13 Plan carefully and discuss them with your attorney, if you have one, in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the Debtor's proposed Plan as amended, or if you want the Court to consider your views on these matters, then you and/or your attorney must file a written objection to confirmation and request for hearing on confirmation at one of the following addresses:

Cases filed in the Charlotte or Shelby Divisions:

Physical & Mailing Address: Clerk, U.S. Bankruptcy Court, 401 West Trade Street, Room 111, Charlotte, N.C. 28202

Cases filed in the Statesville Division:

Physical Address: Clerk, U.S. Bankruptcy Court, 200 West Broad Street, Room 301, Statesville, N.C. 28677

Mailing Address: Clerk, U.S. Bankruptcy Court, 401 West Trade Street, Room 111, Charlotte, N.C. 28202

Cases filed in the Asheville or Bryson City Divisions:

Physical & Mailing Address: Clerk, U.S. Bankruptcy Court, 100 Otis Street, Room 112, Asheville, N.C. 28801-2611

Your objection to confirmation and request for hearing must include the specific reasons for your objection and must be filed with the Court no later than 21 days following the conclusion of the § 341 meeting of creditors, or within 21 days of service of the amendment, whichever is later. If you mail your objection to confirmation to the Court for filing, you must mail it early enough so that the Court will receive it on or before the deadline stated above. You must also serve a copy of your objection to confirmation on the Debtor at the address listed in the notice of the meeting of creditors. The Debtor's attorney and the Chapter 13 Trustee will be served electronically. If any objections to confirmation are filed with the Court, the objecting party will provide written notice of the date, time, and location of the hearing. **No hearing will be held unless an objection to confirmation is filed.**

If you or your attorney do not take these steps, the Court may decide that you do not oppose the proposed plan of the Debtor as amended and may enter an order confirming the amended plan and granting the motions. **Any creditor's failure to object to confirmation of the proposed plan as amended shall constitute the creditor's acceptance of the treatment of its claim as proposed pursuant to 11 U.S.C. § 1325(a)(5)(A).**

I declare under penalty of perjury that the information provided in this Amendment to Chapter 13 Plan is true and correct as to all matters set forth herein.

Dated 8-20-2020

s/ Donnie L. Wallin
Debtor's Signature

I hereby certify that I have reviewed this document with the Debtor and that the Debtor has received a copy of this document.

Dated 8-24-2020

s/ R. Kelly Calloway, Jr.
Attorney for the Debtor

[Attach Certificate of Service if Served on Creditor(s)]

CERTIFICATE OF SERVICE

This is to certify that I have this day served the foregoing Plan Amendment on all parties listed below, by depositing the same with the United States Postal Service in a properly addressed envelope to the last known address with adequate postage thereon, or by electronic process where marked*.

*David G. Gray
81 Central Avenue
Asheville, NC 28801
(828) 254-7168

Carrington Mortgage
1600 S. Douglass Road
Anaheim, CA 92806

Financial Pacific Leasing
3455 S 344th Way
Auburn, WA 98001

Ford Motor Credit
c/o National Bankruptcy Service Center
PO Box 537901
Livonia, MI 48153-7901

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

John Deere Credit
PO Box 5327
Madison, WI 53705

John Deere Credit
c/o Ward and Smith, P.A.
82 Patton Avenue, Suite 300 (28801)
Post Office Box 2020
Asheville, NC 28802-2020

Johnson City Medical Ctr
400 N State of Franklin Rd
Johnson City, TN 37604-6094

Madison County Tax Collector
5707 US 25/70 Hwy, Ste 2
Marshall, NC 28753-6342

Mission Hospitals
Attn Bankruptcy Dept
50 Schenck Pkwy
Asheville, NC 28803

NC Department of Revenue
Bankruptcy Unit
PO Box 1168
Raleigh, NC 27602-1168

Professional Med Adjustment Bureau
4135 Southstream Blvd, Ste 400
Charlotte, NC 28217

Revenue Systems, Inc.
2196 Main Street Suite J
Dunedin, FL 34698

Takoma Regional
2810 Walker Road, Suite 100
Chattanooga, TN 37421

US Attorney General
US Dept of Justice 950
Pennsylvania Ave
Washington, DC 20530-0001

Wakefield and Associates
PO Box 50250
Knoxville, TN 37950-0250

Wells Fargo Bank
Attn Bankruptcy
PO Box 94435
Albuquerque, NM 87199-4435

This the 24th day of August, 2020.

CALLOWAY & ASSOCIATES LAW FIRM, P.C.

s/ R. Kelly Calloway, Jr.

R. Kelly Calloway, Jr.
NC State Bar #19860
7 Orchard Street, Suite 200
Asheville, NC 28801
Telephone: (828)232-7077